

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

ABLECO FINANCE LLC

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☒ Other DE LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Release of Security Interest

Execution Date: 12-06-2004

## 2. Name and address of receiving party(ies)

Name: DESA IP, LLC

Internal

Address: \_\_\_\_\_

Street Address: 2701 Industrial DriveCity: Bowling Green State: KY Zip: 42101

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other FL LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attachedB. Trademark Registration No.(s) see attachedAdditional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Attn: Penelope J.A. Agodoa  
 Federal Research Company, LLC  
 1030 15th Street, NW, Suite 920  
 Washington, DC 20005  
 202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## 6. Total number of applications and registrations involved: \_\_\_\_\_

99

7. Total fee (37 CFR 3.41).....\$ 2,490.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-3155**DO NOT USE THIS SPACE**

## 9. Signature.

Penelope S. Johnson  
 Name of Person Signing

*Penelope S. Johnson*  
 Signature

12-07-2004

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

700137394

**TRADEMARK**  
**REEL: 002990 FRAME: 0035**

CH \$2340.00 503155 76457764

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Trademark Applications

76457754	76224595	76230076
76454713	76457116	76318451
76324102	76416134	76457114
75726696	76321834	76457758
76457326	76298959	76299166
75773089	76386288	76019379
76457329	76454712	75720712
76466067		

Registered Trademark

2632266	2730238	2178897
2622301	1098634	2086023
1933402	1188544	1337756
2026252	2136698	2097910
2095386	1704790	2098785
1713415	1721726	2018118
1350326	2062590	1953619
2525689	2525880	2540499
0999552	2112843	2486202
2295299	1714643	1756680
1798612	1730302	1722939
0928672	1990477	1847657
1717753	2104148	1031216
2216817	1442999	1946931
2550034	1289496	1896783
1910680	1922830	2087774
2488842	1415396	1869046
0828558	1494999	0585910
0641988	0929505	1645881
1238082	1549041	2196422
2543295	2547802	2588184
2586983	0671489	1301450
1442998	1719986	1727357
1796164	2151782	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "**Release**") is made and effective as of the date executed below and is granted by ABLECO FINANCE LLC, a Delaware limited liability company ("**Releasor**"), in favor of DESA IP, LLC, a Florida limited liability company ("**Releasee**").

**WHEREAS**, pursuant to that certain Financing Agreement dated as of December 26, 2002, as amended, replaced, superseded or otherwise modified from time to time (the "**Financing Agreement**") by and among Releasee; Congress Financial Corporation (Florida), as Administrative Agent; Ableco Finance LLC, as Collateral Agent; and the Lenders described therein, Lenders agreed to make loans and other financial accommodations to Releasee;

**WHEREAS**, Releasee and Releasor entered into that certain Security Agreement dated as of December 26, 2002, as amended, replaced, superseded or otherwise modified from time to time (the "**Security Agreement**");

**WHEREAS**, pursuant to the Security Agreement, Releasee executed that certain Assignment for Security Trademarks dated as of December 26, 2002, as amended, replaced, superseded or otherwise modified from time to time (the "**Trademark Assignment**") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Financing Agreement) (collectively, the "**Trademark Collateral**");

The entire right, title and interest of the Releasees in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof;

**WHEREAS**, the Trademark Assignment was recorded at the United States Patent and Trademark Office at Reel 002706/Frame 0676 on April 4, 2003;

**WHEREAS**, Releasee has paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Trademark Assignment and/or any other agreement (the "**Security Interest**"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Assignment and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 6<sup>th</sup> day of December 2004.

**RELEASOR:**

ABLECO FINANCE LLC

By: 

Name:

Dan Wolfe

Title:

Senior Vice President


## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York

SS.:

COUNTY OF New York

On this 2 day of December 2004, before me, the undersigned, personally appeared Dan Walt, Sr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL]

DAVID POGODA  
Notary Public, State of New York  
No. 01PO6092170  
Qualified in New York County  
Commission Expires May 12, 2007